

Exhibit B

AMERICAN ARBITRATION ASSOCIATION

COMMERCIAL ARBITRATION TRIBUNAL

In the Matter of Arbitration Between:

DONALD J. TRUMP FOR PRESIDENT,
INC. CLAIMANT

v.

JESSICA DENSON, RESPONDENT

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Case No. 01-17-0007-6454

DECISION AND ORDER ON MOTION

I, the undersigned Arbitrator, issued a Final Award in this matter (the first arbitration) on December 11, 2018. On or about February 25, 2019 Respondent filed a class action arbitration, in which she is the sole named claimant, (the second arbitration) against Claimant in this arbitration (AAA Case No. 01-19-0000-5505). Claimant submitted a motion in this action to dismiss the second arbitration on the grounds of *Res Judicata* and Collateral Estoppel. The contract which was the subject of the first arbitration is also the subject of the second arbitration. The named parties are also the same, although Respondent asserts in the second arbitration that she is acting on behalf of other similarly situated.

Defenses of *Res Judicata* and Collateral Estoppel are issues to be decided by the arbitrator (*see National Union Fire Ins. Co. v. Belco Petroleum Corp.*, 88 F.3d 129, [2 Cir. 1996] *United States Fire Ins. Co. v. National Gypsum Co.*, 101 F.3d 813, [2 Cir. 1996]) The motion should, if possible, be decided by the same panel that heard and decided the first arbitration (*Lito Shipping Corp. et al. v. Pioneer Petroleum Products, Inc., et al.*, [1997 AMC 2226 SD NY April 2, 1997]). I am available to hear and decide the issues raised on the motion if the parties consent.

In the current posture of the second arbitration I have no jurisdiction to decide the issues of *Res Judicata* and Collateral Estoppel. The motion is denied.

Dated: May 20, 2019



L. Paul Kehoe, Arbitrator